

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

VARIABLE ANNUITY LIFE  
INSURANCE COMPANY and  
VALIC FINANCIAL ADVISORS,  
INC.,

Plaintiffs,

v.

SEAN and SETH COMPTON,

Defendants.

NO. 4:22-CV-5077-TOR

STIPULATED TEMPORARY  
RESTRAINING ORDER

BEFORE THE COURT are Plaintiffs' Unopposed Motion for Entry of the  
Stipulated Temporary Restraining Order (ECF No. 20) and Motion to Expedite  
(ECF No. 21). The Court has reviewed the record and files herein, and is fully  
informed.

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1 **ACCORDINGLY, IT IS HEREBY ORDERED:**

- 2 1. Plaintiffs' Amended Motion for Temporary Restraining Order (ECF No.  
3 7) is **DENIED as moot**. The Telephonic Motion Hearing set for July 14,  
4 2022, at 10:00 a.m., is **STRICKEN**.
- 5 2. Plaintiffs' Unopposed Motion for Entry of the Stipulated Temporary  
6 Restraining Order (ECF No. 20) is **GRANTED**.
- 7 3. For good cause shown, Plaintiffs' Motion to Expedite (ECF No. 21) is  
8 **GRANTED**.
- 9 4. Effective immediately, it is hereby **ORDERED**:

10 a. Defendants shall not solicit or induce, or attempt to induce, directly  
11 or indirectly, any Protected Customer<sup>1</sup> to end his, her, or its  
12 relationships with the VALIC Companies, *provided that*  
13 *Defendants may service Protected Customers that make an*  
14 *independent decision to work with Defendants.*

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16 <sup>1</sup> The Financial Professional Agreements define "Protected Customer" as:

17 [A]ny person who is or was a customer of any Protected Company who  
18 was within Financial Professional's assigned Territory, or, with respect  
19 to a customer outside the Territory, for which the Financial Professional  
20 was assigned, and who, within the one-year period immediately  
preceding the termination of this Agreement, was either assigned to  
Financial Professional or with whom, Financial Professional  
communicated regarding protected Companies' products or services.

- 1           b. Defendants shall not solicit or induce, or attempt to solicit or  
2           induce, directly or indirectly, any of the VALIC Companies’  
3           employees to end or alter his or her relationship with the VALIC  
4           Companies or to contract or associate with a competitor.
- 5           c. Defendants shall not directly or indirectly use, retain, disclose, or  
6           transmit for any purpose (including but not limited to for the  
7           purpose of inducing or soliciting Protected Customers) any and all  
8           property of the VALIC Companies as defined in Section V.C.3 of  
9           the Financial Professional Agreement.
- 10          d. Plaintiffs and Defendants shall preserve and not destroy, erase, or  
11          otherwise make unavailable for further proceedings in this matter,  
12          any records or documents (including data or information  
13          maintained in computer files or electronic storage media) in their  
14          respective possession or control which were obtained from, or  
15          contain information derived from, any of the VALIC Companies’  
16          records.
- 17          e. Plaintiffs shall comply with FINRA Regulatory Notice 19-10.
- 18          f. The terms of this Stipulated Temporary Restraining Order SHALL  
19          expire on the earlier date of either: (a) April 1, 2023; or (b) the date  
20          upon which a Financial Industry Regulatory Authority arbitration

award or ruling is entered to modify, vacate or extend this  
Stipulated Temporary Restraining Order.

The District Court Executive is directed to enter this Order and furnish  
copies to counsel. The file remains **OPEN**.

DATED July 14, 2022.



*Thomas O. Rice*  
THOMAS O. RICE  
United States District Judge